E COPY

Office
JAMES

APPENDIX VII.

Supreme Court of the United States

OCTOBER TERM, 1959.

No. 614

R. M. STRICKER,

Petitioner,

versus

J. P. MORGAN, ET AL., (Mrs. Margaret Koehler Morgan, Edward C. Morgan and Evelyn Morgan Wiemer, substituted as Respondents in the place and stead of J. P. Morgan, deceased),

Respondents.

APPENDIX TO PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT.

DALE, RICHARDSON & DALE,
Attorneys at Law,
410 Reymond Building,
Baton Rouge, Louisiana,
BRANDON, BRANDON, HORNSBY & HANDY,
Attorneys at Law,
Natchez, Mississippi,
GERARD H. BRANDON,
Attorney at Law,
Natchez, Mississippi,
EDWIN LELAND RICHARDSON,
Attorney at Law,
Baton Rouge, Louisiana,
DALE, RICHARDSON & DALE,
Attorneys at Law,
Vidalia, Louisiana,
G. N. SIMS,
Attorney at Law,
Vidalia, Louisiana,
CLAY B. TUCKER,
Attorney at Law,
Woodville, Mississippi

EXHIBIT "S-1"

No. 15060

A. H. CAMPBELL, : DEED, Filed at 11:00 A. M. March 29th, 1941.

-TO-

J. P. MORGAN, : STATE OF TENNESSEE
COUNTY OF SHELBY

BE IT KNOWN, That this day before me, the undersigned Notary Public, in and for the said County, duly commissioned and sworn, came and appeared A. H. Campbell, a widower whose address is Sterrick Building, Memphis, Tennessee, who declared that he does by these presents grant, bargain, sell, convey and deliver with full guarantee of title and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property here: conveyed unto J. P. Morgan a married man whose wife's name is _____ the following described property, to-wit:

The Esperanze Plantation, comprising all of Sections five (5), Six (6), Seven (7), eight (8), Nine (9), thirty eight (38), thirty nine (39) and forty (40) in Township five (5) Range Nine (9), and all in Township Five (5) Range Ten (10); and also tract containing 20 acres, situated in Sections fifty three (53) and fifty four (54) of Township five (5) range Nine (9) bounded as follows:

beginning at the northeast corner of section 9, township 5 range

A. H. CAMPBELL, : DEED, Filed at 11:00 A. M. March 29th, 1941.

-TO-

J. P. MORGAN, : STATE OF TENNESSEE
COUNTY OF SHELBY

BE IT KNOWN, That this day before me, the undersigned Notary Public, in and for the said County, duly commissioned and sworn, came and appeared A. H. Campbell, a widower whose address is Sterrick Building, Memphis, Tennessee, who declared that he does by these presents grant, bargain, sell, convey and deliver with full guarantee of title and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property here: conveyed unto J. P. Morgan a married man whose wife's name is _____ the following described property to-wit:

The Esperanze Plantation, comprising all of Sections five (5), Six (6), Seven (7), eight (8), Nine (9), thirty eight (38), thirty nine (39) and forty (40) in Township five (5) Range Nine (9), and all in Township Five (5) Range Ten (10); and also tract containing 40 acres, situated in Sections fifty three (53) and fifty four (54) of Township five (5) range Nine (9) bounded as follows:

beginning at the northeast corner of section 9, township 5 range 9, and running thence north 21-1/2 degrees west 20 chains, along an old levee; thence scuth 59 degrees west 23.50 chains; thence

Plaintiff's Exhibit No. 20.

thence south 49 degrees west 21 chains; thence north 71 chains east along the north line of section 10, township five range nine, to the northwest corner of said section nine, township 5 range 9; thence north 89-1/2 degrees east along the north line of said section nine, 23.52 chains to the point of beginning; said 40 acres being the same tract sold by S. B. Yeager to J. W.Walker by act dated January 6, 1906, recorded in Deed Book X, page 240 of the records of Concordia Parish, Louisiana.

Said Esperanze Plantation here conveyed includes all of the accretion and batture formed adjacent to said above named sections, except that there is excepted and reserved and not hereby conveyed, the batture and land conveyed by J. W. Walker to W. B. Roberts and J. L. Wilson by deed dated March 23, 1909 and recorded in Deed Book "Y" page 35 of the records of said Concordia Parish, La., to which act reference is here made for a detailed description of said tract; and also excepting the Island conveyed by J. W. Walker to Roberts and Wilson by deed dated November 19th, 1909 and recorded in deed book "Y" page 142 of said records.

And also excepting the batture lands conveyed by N Junkin and Gregory to Hogue et als., as per deed recorded in Deed Book "CC" page 410 of the records of Concordia Parish, La., to which reference is here made for more particular description. There is excepted and not included in this abstract Section 12, T 5 N R 10 E., heretofore reserved by the United States

nine, to the northwest corner of said section nine, township 5 range 9; thence north 89-1/2 degrees east along the north line of said section nine, 23.52 chains to the point of beginning; said 40 acres being the same tract sold by S. B. Yeager to J. W.Walker by act dated January 6, 1906, recorded in Deed Book X, page 240 of the records of Concordia Parish, Louisiana.

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And also excepting the batture lands conveyed by N Junkin and Gregory to Hogue et als., as per deed recorded in Deed Book "CC" page 410 of the records of Concordia Parish, La., to which reference is here made for more particular description. There is excepted and not included in this abstract Section 12, T 5 N R 10 E., heretofore reserved by the United States for

for schools.

Said Esperanze Plantation includes all of what is known as the Esperanze and Pecan Plantations, and the Guice, Canaan and Yeager tracts, all of said plantations and tracts being now included under the name of "Esperanze Plantation": said Esperanze Plantation, here conveyed being bounded north by Hnderson-Ashley Plantation and the Mississippi River; east by the Mississippi River; South by said tract sold to O. Roberts & Wilson, and west by lands now owned by Mrs. Barker and the Mississippi River; and being the same property acquired by said vendor from Hiram F. Gregory by act of sale dated June 10th, 1935 and recorded in Deed Book "EE" page 231 of the records of said Concordia Parish, La., it being the intention of this act to convey, and there being hereby conveyed, all of the property acquirec by said vendor in said act, whether particularly described hereon or not.

There is reserved from this sale all oil, gas, and mineral rights of whatsoever nature lying in, on or under the South half of the property above described together with all rights of ingress and egress necessary or incidental thereto.

TO HAVE AND TO HOLD said described property unto said purchaser, his heirs and assigns forever. This sale is made for the consideration of the sum of Twenty Five Hundred ($2500.00) Dollars, cash in hand paid the receipt of which is hereby acknowledged, and other- good and valuable consideration well

Said Esperanze Plantation includes all of what is known as the Esperanze and Pecan Plantations, and the Guice, Canaan and Yeager tracts, all of said plantations and tracts being now included under the name of "Esperanze Plantation": said Esperanze Plantation, here conveyed being bounded north by Hnderson-Ashley Plantation and the Mississippi River; east by the Mississippi River; South by said tract sold to C. Roberts & Wilson, and west by lands now owned by Mrs. Barker and the Mississippi River; and being the same property acquired by said vendor from Hiram F. Gregory by act of sale dated June 10th, 1935 and recorded in Deed Book "EE" page 231 of the records of said Concordia Parish, La., it being the intention of this act to convey, and there being hereby conveyed, all of the property acquirec by said vendor in said act, whether particularly described hereon or not.

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well known to both parties and acknowledged by both parties to be serious, adequate and commensurate with the value of the properties herein sold.

The certificate of mortgage is hereby waived by the parties and evidence of the payment of taxes has been produced.

Thus done and passed at my office in said - State of Tennessee, County of Shelby, in the presence of the two undersigned competent witnesses and me the undersigned Notary on this the 30th day of December, 1940.

A. H. CAMPBELL

K. T. Crawford

Paul G. Robertson

(seal) Ruth Curron

Notary Public

My Commission expires April 8th, 1941.

A true copy of the original recorded March 29th, 1941.

/s/ V. P. Campbell
Clerk of Court

A true copy attest:

/s/ Jean Brewer

Deputy (seal)

A TRUE COPY. I HEREBY [illegible]

well known to both parties and acknowledged by both parties to be serious, adequate and commensurate with the value of the properties herein sold.

The certificate of mortgage is hereby waived by the parties and evidence of the payment of taxes has been produced.

Thus done and passed at my office in said - State of Tennessee, County of Shelby, in the presence of the two undersigned competent witnesses and me the undersigned Notary on this the 30th day of December, 1940.

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/s/ V. P. Campbell
Clerk of Court

A true copy attest:

/s/ Jean Brewer

Deputy (seal)

A TRUE COPY, I HEREBY CERTIFY.
LORYCE E. WHARTON, CLERK
BY: Ruby L Short
Deputy Clerk

A. H. CAMPBELL
Sterick Building
Memphis, Tenn

December 31st, 1940

Mr. John Dale, Jr.,
Vidalia, La.

Dear Mr. Dale:-

I have a letter today from Mr. Barchus and I gather from it, he has all of his parties in accord with the land trade. He wants me to execute two deeds, one for timber to Mr. Jones and the other for land to Mr. Laub.

I would prefer to just make one deed to Mr. Laub and then let him make the timber deed to Mr. Jones. You can word my deed to Mr. Laub so that I will have no claim on the timber in the vendor's lien that I retain for the $2,500.00 due on or before December 31st, 1941 with interest from date until paid at 4% per annum.

I am writing Mr. Barchus about this today.

Yours very truly,
A. H. CAMPBELL

TRUE COPY, I HEREBY CERTIFY.
LONYCE E. WHARTON, CLERK
BY: Ruby L. Short
Deputy Clerk

Exhibit P-39

December 31st, 1940

Mr. John Dale, Jr.,
Vidalia, La.

Dear Mr. Dale:-

I have a letter today from Mr. Barchus and I gather from it, he has all of his parties in accord with the land trade. He wants me to execute two deeds, one for timber to Mr. Jones and the other for land to Mr. Laub.

I would prefer to just make one deed to Mr. Laub and then let him make the timber deed to Mr. Jones. You can word my deed to Mr. Laub so that I will have no claim on the timber in the vendor's lien that I retain for the $2,500.00 due on or before December 31st, 1941 with interest from date until paid at 4% per annum.

I am writing Mr. Barchus about this today.

Yours very truly,
A. H. CAMPBELL

TRUE COPY, I HEREBY CERTIFY.
LORYCE E. WHARTON, CLERK
BY: Phillip L. Short
Deputy Clerk

Exhibit P-39

Plaintiff's Exhibit No. 39

52

LOUISIANA BOX & LUMBER CO.
Boxes, Box Shooks, Vegetables & Fruit Crates
Lumber & Veneer
Egg Cases
Oars, Paddles & Handles

January 22, 1941

Mr. John Dale, Jr.
Vidalia, Louisiana

Dear Sir:-

Yours received, telling us the banks charged $26.50 for collecting the checks, which is entirely out of line. The Woodville checks are also entirely out of line. You should have let me know before you accepted the balance, as I could have gotten this $26.50 check through for about 65¢ or 70¢. In all of my business dealing I have never seen such charges. If you can possible have same recalled I will wire you the money by Western Union, or any other way for a whole lot less.

Have just talked with our banker, who said it was the most rediculous thing he has ever heard of. A check of that size should get plenty of reduction, and they have charged over $1.25 per thousand. You should have let me know before accepting a cash settlement where it costs so much money.

I will take the above up with Mr. Stricker when I see him.

Just phoned the bank and they say the check is in, if it would not have been I would have had payment stopped on same and handled in a different way. I will know better next time.

Yours very truly,

J. P. Morgan

JPM/G

J. P. Morgan

CC: Mr. R. M. Stricker
Woodville, Miss.

E COPY, I HEREBY CERTIFY.
ICE E. WHARTON, CLERK

Lucy L Shoh
Deputy Clerk

Plaintiffs Ex. 214

Dear Sir:-

Yours received, telling us the **banks** charged $26.50 for collecting the checks, which is entirely out of line. The Woodville checks are also entirely out of line. You should have let me know before you accepted the balance, as I could have gotten this $26.50 check through for about 65¢ or 70¢. In all of my business dealing I have never seen such charges. If you can possible have same recalled I will wire you the money by Western Union, or any other way for a whole lot less.

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Yours very truly,

JPM/G

J. P. Morgan

J. P. Morgan

CC: Mr. R. M. Stricker
Woodville, Miss.

E COPY, I HEREBY CERTIFY.
ICE E. WHARTON, CLERK

Ruby L. Shoh
Deputy Clerk

Plaintiffs Ex. 214

Plaintiff's Exhibit No. 214.

February 8, 1941

Mr. J. P. Morgan
Kenner, Louisiana

Dear Mr. Morgan:-

I was rather surprised to receive your letter concering the bank charges on the checks on the Stricker deal. The suggestion to handle the matter in the way it was handled came from your onw attorney, Mr. Jones, and I was merely trying to accomodate all parties concerned in the handling of the transaction and it seems by doing so am being critized.

It seems to me that no one concerned should expect me to pay these charges and that this matter should be determined among yourselves as to who should be responsible for these deductions.

Yours very truly,

John Dale, Jr.

JD2/eh
cc Mr. R. N. Stricker
Woodville, Miss.

Mr. A. H. Jones
Woodville, Miss.

Mr. Chas. Barchus
Natchez, Miss.

E COPY, I HEREBY CERTIFY.
CE E. WHARTON, CLERK

Ruby L. Shark
Deputy Clerk

LOUISIANA BOX AND LUMBER CO.
Boxes, Box Shooks, Vegetables & Fruit Crates
Lumber & Veneer
Egg Cases
Cars, Paddles & Handles

Kenner, La.

February 12, 1941

Mr. John Dale, Jr.
Vidalia, Louisiana.

Dear Mr. Dale:-

Yours of the 8th received.

I am sorry if I have said anything in my letter that you have taken as criticism. That is something I never do to anyone because we all, more or less, want to be friends, and, personally, I certainly want to be your friend and want you to be mine. I only tried to state what my banker told me over the phone, he said it was outrageous. Whether he knows what he is talking about or not I don't know.

I am sending a copy of this letter to Mr. R. M. Stricker and suggesting that we all get together and pay those charges. I cannot see why it should be all one man's fault, regardless of whose it is. We paid the price asked for the land and if I would have thought it would have been like those charges I certainly would have made things different, but I don't blame you and I know you will not have to stand it, because, I figure you a disinterested party as far as money transactions are concerned.

I would suggest your sending the man who sold the land 1/3, Mr. J. M. Jones 1/3, and 1/3 to myself, and see what effect it has, but please do not think I wrote the letter in any unpleasant mood. Furthermore, I am not going to do anything that I would think would cause you to think less of me knowingly.

Yours very truly,

J. P. MORGAN

J. P. MORGAN

JPM/G
CC: Mr. R. M. Stricker

G.

3

HEREBY CERTIFY.
[illegible]ON, CLERK

Kenner, La.

February 12, 1941

Mr. John Dale, Jr.
Vidalia, Louisiana.

Dear Mr. Dale:-

Yours of the 8th received.

I am sorry if I have said anything in my letter that you have taken as criticism. That is something I never do to anyone because we all, more or less, want to be friends, and, personally, I certainly want to be your friend and want you to be mine. I only tried to state what my banker told me over the phone, he said it was outrageous. Whether he knows what he is talking about or not I don't know.

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Yours very truly,

J. P. MCRGAN

J. P. MCRGAN

G

JPM/G
CC: Mr. R. M. Stricker

HEREBY CERTIFY. 3
TON, CLERK
BY:
Ruby L Short
Deputy Clerk

1.34

55 pltffs. Ex. 87

23 41-M

February 12, 1941

Mr. R. M. Stricker
Woodville, Mississippi

Dear Sir:-

Enclosed is notice I received this morning. I really do not understand same, therefore, I am sending it to you (Tax sale of property to R. M. Stricker).

Also enclosing copy of letter to Mr. John Dale, Jr., whom I think is a wonderful fellow and do not want to lose his friendship for $25.00 or $30.00 or to think for one minute I was not more than satisfied with what he did. Therefore, read the letter and see what you think of it then get busy and try to thrash same out with the other parties.

Yours very truly,

JPM/G
ENCL 3

J. P. MORGAN

23

41-M

February 12, 1941

Mr. R. M.Stricker
Woodville, Mississippi

Dear Sir:-

Enclosed is notice I received this morning. I really do not understand same, therefore, I am sending it to you (Tax sale of property to R. M. Stricker).

Also enclosing copy of letter to Mr. John Dale, Jr., whom I think is a wonderful fellow and do not want to lose his friendship for $25.00 or $30.00 or to think for one minute I was not more than satisfied with what he did. Therefore, read the letter and see what you think of it then get busy and try to thrash same out with the other parties.

Yours very truly,

JPM/G
ENCL 3

J. P. MORGAN

TRUE COPY, I HEREBY CERTIFY.
LORYCE E. [illegible]TON, CLERK
BY: Ruby L Short
Deputy Clerk

Plaintiff's Exhibit No. 87

February 12, 1941

Mr. John Dale, Jr.
Vidalia, Mississippi

Dear Mr. Dale:-

Yours of the 8th received.

I am sorry if I have said anything in my letter that you have taken as criticism. That is something I never do to anyone because we all, more or less, want to be friends, and, personally, I certainly want to be your friend and want you to be mine. I only tried to state what my banker told me over the phone, he said it was outrageous. Whether he knows what he is talking about or not I don't know.

I am sending a copy of this letter to Mr. R. M. Stricker and suggesting that we all get together and pay those charges. I cannot see why it should be all one man's fault, regardless of whose it is. We paid the price asked for the land and if I would have thought it would have been like those charges I certainly would have made things different, but I don't blame you and I know you will not have to stand it, because, I figure you are a disinterested party as far as money transactions are concerned.

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Yours very truly,

J. P. MORGAN

JPM/G
CC Mr. R. M.Stricker

A TRUE COPY, I HEREBY CERTIFY.
LORYCE E. WHARTON, CLERK
BY:
Ruby L Frost
Deputy Clerk

COPY

57

DALE, DALE & DALE
Attorneys at Law
Owners of Abstract Books
Vidalia, Louisiana

September 16, 1941

Mr. J. P. Morgan
Kenner, Louisiana

Dear Mr. Morgan:-

I have a proposition for the purchase of your Espersons lands, excepting therefrom all timber, and would appreciate your letting me know your best price and terms, allowing a 5% commission for making the sale.

Best personal regards,

Sincerely,

DALE, RICHARDSON & DALE

John Dale, Jr.

John Dale Jr.

D2/hwe

TRUE COPY, I HEREBY CERTIFY.
LORYCE E. WHARTON, CLERK
BY:
Ruby Lilhot
Deputy Clerk

Exhibit P-34

Plaintiff's Exhibit No. 34

Kenner,
Louisiana.
January, 14th, 1947

Messrs. J. P. Morgan and R. M. Stricker.
Woodville, Miss,
c/o A. H. Jones's Office.

My Dear Sirs:-

We wish to offer, the sum of Eighty Thousand Dollars, for any and all timber, which when cut during a term of five years from date, will measure across the stump, 14 inches in diameter and up, which timber, is now standing and being upon the Esperanze Plantation and now owned by you.

Very truly yours,

Louisiana Box and Lumber Co.

By: Catherine M. Gonzales

Plaintiff's Ex. 118

A TRUE COPY, I HEREBY CERTIFY.
LOYCE E. WHARTON, CLERK
BY:
Ruby L Short
Deputy Clerk

Plaintiff's Exhibit No. 118

EXHIBIT "S-4"

No. 25383

J. P. MORGAN

to

GENERAL BOX COMPANY

FILED at 9:35 A. M.

TIMBER DEED

March 31, 1947

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN AND REMEMBERED, that on this day before me, the undersigned Notary Public, duly commissioned and qualified in and for said Parish and State, there personally came and appeared J. P. MORGAN, married only once and then to MARGARET K. MORGAN, with whom he is now living undivorced, and a resident of Kenner, Louisiana, who declared to me, Notary, in the presence of the two undersigned, competent witnesses, that he does, by these presents, sell, transfer, convey and deliver with full warranty of title and with complete subrogation as to all rights of action in warranty against all former owners, unto the GENERAL BOX COMPANY, INC., a Delaware corporation, having its principal place of business in Chicago, Cook County, Illinois, with plant located at Natchez, Mississippi, all of the following described property situated in Concordia Parish, Louisiana, to-wit:

All timber situated, lying or being upon the hereinafter described property, measuring fourteen inches (14") and up in

all of this exhibit

diameter between the bark across the stump, the narrow way, at the time of cutting, no stumps to be cut less than twelve inches (12") from the ground, situated on the following described property, to-wit:

The Esperanze Plantation, comprising all of Sections five (5), six (6), seven (7), eight (8), Nine (9),, thirty-eight (38), thirty-nine (39), and forty (40) in township five (5) Range nine (9) and all of Township five (5) Range (10); and also tract containing 40 acres situated in sections fifty-three (53) and fifty-four (54) of township five (5) range nine (9) bounded as follows: beginign at the north east corner 21-1/2 degrees west 20 chains, along the old levee, thence south 59 degrees west 23.50 chains; thence south 40 degrees west 21 chains, thence north 71 degrees east, along the north line of section 10, township five, range nine, to the northwest corner of said section nine, township 5, range 9, thence north 89-1/2 degrees east, along the north line of said section nine, 23.52 chains, to the point of begining; said 40 acres being the same tract sold by S. B. Yeager to J. W. Walker by act dated January 6, 1906, recorded in deed Book X, page 240 of the records of Concordia Parish, Louisiana.

Said timber on Esperanze Plantation here conveyed includes all of the accretaton and batture formed adjacent to said above named sections, except that there is excepted

and reserved and not hereby conveyed the timber on batture and land conveyed by J. W. Walker to W. B. Roberts and J. L. Wilson by deed dated March 23, 1909, and recorded in deed book Y, page 35 of the records of said Concordia Parish, La., to which act reference is here made for a detailed description of said tract; and also excepting the Island conveyed by J. W. Walker to Roberts and Wilson by deed dated November 19th, 1909, and recorded in deed book Y, page 142, of said records.

And also, excepting the timber on batture lands conveyed by Junkin and Gregory to Hogue et als as per deed recorded in Deed Book CC, page 410 of the records of Concordia Parish, La. to which reference is here made for more particular description.

There is excepting and not included in this transfer Section 12, T. 5 N.., Range 10 E., heretofore reserved by the United States for Schools.

Said Esperanze Plantation includes all of what is known as the Esperanze and Pecan Plantations, and the Guice, Canaan and Yeager tracts, all of said plantations and tracts being now included under the name of "Esperanze Plantation"; said described timber on Esperange Plantation here conveyed being counded north by Henderson- Ashley Plantation and the Mississippi River; east by the Mississippi River; South by said tract sold to Roberts & Wilson, and west by lands now owned by Mrs. Barker and the Mississippi River, and being said timber on the same

property acquired by said vendor from Hiram F. Gregory by act of sale dated June 10, 1935, and recorded in Deed Book FF, page 231 of the records of said Concordia Parish, La., it being the intention of this act convey, and there being hereby conveyed, all of thr said described timber on property acquired by said vendor in said act, whether particularly described herein or not.

TO HAVE AND TO HOLD the said timber as hereinbefore described unto said purchaser, its successors and assigns, forever.

The price and consideration for which this sale is made is the sum of EIGHTY-SEVEN THOUSAND FIVE HUNDRED SIXTY-EIGHT AND 33/100 ($87,568.33) DOLLARS, of which the sum of SIXTY-FIVE THOUSAND EIGHTEEN AND 33/100 ($65,818.33) DOLLARS has been paid in cash, receipt of which is hereby acknowledged nad a fullacquittance granted therefor, and the balance of the purchase price namely, $21,750.00, is to be represented by two (2) certain promissory notes, each for the sum of Ten Thousand Eight Hundred Seventy-five and No/100 ($10,875.00) Dollars, Note 1 being due one (1) year from date, and Note 2 being due two (2) years after date, all of said notes to be dated Vidalia, Louisiana, of even date with the act of acceptance and all payable at the Commercial Bank, Woodville, Mississippi, and all of said notes being payable to J. P. Morgan, which notes are to be secured by vendor's privilege hereby retined by vendor and a special mortgage is to be executed on said timber securing the payment of siad notes, which notes are to provide for the payment of eight (8%)

per cent per annum interest after maturity and are to further 1/2rovide for the payment of ten (10%) per cent upon the principal and interest thereof if not paid at maturity and placed in the hands of an attorney for collection. It being understood and agreed, and said act of acceptance is to provide, that default in the payment of any one note shall mature all of said notes; which notes are to be paraphed "Ne Varietur" by the Notary who passes the act of acceptance granting the mortgage and vendor's privilege herein stipulated, and are to be governed by the laws of the State of Louisiana; which act is to contain the Pact de non-aliendo and is to improt a confession of judgment.

It being understood, however, that the vendee shall have the right to cut and remove the timber acquired on or before the maturity of said notes without applying the proceeds derived therefrom to said notes; however, this right expires after maturity.

The vendee is to have five (5) years from the date of the act of acceptance for the removal of said timber, and at the end of said period, all timber cut and removed is to revert to vendor. Vendee is to have full right of ingress and egress over said property for the removal of said timber.

The tax certificate and mortgage certificate required by law are waived, and me, Notary, held harmless for the non-production of the same.

IN EVIDENCE WHEREOF, said appearer has signed this act at my office, in the presence of me, Notary, and Lola Stonlig and M. J. Domineque, the two undersigned, competent witnesses, who sign as such, on this, the 10th day of February, 1947, after due reading of the whole act.

WITNESSES:

Lola Stonlig J. P. Morgan

M. J. Domineque

Edward J. Stonlig

NOTARY PUBLIC

My commission expires at death.

ACT OF ACCEPTANCE,

RECOGNIZING VENDOR'S PRIVILIGE AND GRANTING A

SPECIAL MORTGAGE

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

BE IT KNOWN AND REMEMBERED that on this day, before me the undersigned Notary Public, duly commissioned and qualified in and for said City, County and State, there personally came and appeared the GENERAL BOX COMPANY, INC., a Delaware corporation, having its principal place of business in Chicago, Cook County, Illinois, appearing herein through N.W. Embry, President and Paul E. Duzeski, Secretary, thereof, herein

79.

jointly acting for and on behalf of said Corporation, and duly authorized to act therefor by virtue of the by-laws of said Corporation, and extract certified copy of which is annezed hereto and made a part hereof, who declared unto me, said Notary, in the presence of the two undersigned, competent witnesses, as follows, to-wit:

That appearers have read the foregoing timber deed from J. P. Morgan to the General Box Company, Inc., and hereby accept same in all its parts and clauses, under which there was conveyed to the General Box Company, Inc., the following described property, to-wit:

All timber situated, lying or being upon the hreinafter described property, measuing fourteen inches (14") and up in diameter between the bark across the stump, the narrow way, at the time of cutting, no stumps to be cut less than twelve inches (12") from the fround, situated on the following described property, to-wit:

The Esperanze Plantation, comp rising all of Sections Five (5), six (6), seven (7), eight (8), nine (9), thirty-eight (38), thirty-nine (39), and forty (40) in township five (5), range range (10); and also tract containing 40 acres, situated in sections fiftythree (53) and fifty-four (54) of township five (5) range nine (9) bounded as follows; begining at the Northeast corner of section 9, township 5 range 9 and running thence north 21-1/2 degrees west 20 chains along an old

levee; thence south 59 degrees west 23.50 chains; thence south 49 degrees west 21 chains thence north 71 degrees east, along the north line of section 10, township five, range nine, to the northwest corner of said section nine, township 5, range 9; thence north 89-1/2 degrees east, along the north line of said section nine, 23.52 chains, to the point of begining; said 40 acres being the same tract sold by S. B. Yeager to J. W. Walker by act dated January 6, 1906, recorded in deed book X, page 240, of the records of Concordia Parish, Louisiana.

Said timber on Esperanze Plantation here conveyed includes all of the accretion and batture formed adjacent to said above named sections, except that there is excepted and reserved and not hereby conveyed the timber on batture and land conveyed by J. W. Walker to W. B. Roberts and J. L. Wilson by deed dated March 23, 1909, and recorded in deed book Y, page 35 of the records of said Concordia Parish, La., to which act reference is here made for a detailed description of said tract; and also excepting the Island conveyed by J. W. Walker to Roberts and Wilson by deed dated November 19th, 1909, and recorded in deed book Y, page 142 of said records.

And also excepting the timber on batture lands conveyed by Junkin and Gregory to Hogue et als as per deed recorded in Deed Book CC, page 410, of the records of Concordia Parish, La. to which reference is here made for more particular description.

There is excepted and not included in this Transfer Section 12, T. 5 N., R. 10 E. hereto reserved by the United States for schools.

Said Esperanze Plantation includes all of what is known as the Esperanze and Pecan Plantation, and the Guice, canaan and yeager tracts, all of said Plantations and tracts being now included under the name of "Esperanze Plantation"; said described timber on Esperanze Plantation, here conveyed being bounded north by Henderson-Ashley Plantation and the Mississippi River; east by the Mississippi River; South by said tract sold to Roberts and Wilson, and west by lands now owned by Mrs. Barker and the Mississippi River, and being said timber on the same property acquired by said vendor from Hiram F. Gregory by act of sale dated June 10, 1935, and recorded in Book F, Page 231 of the records of said Concordia Parish, La., it being the intention of this act to convey, and there bing hereby conveyed, all of the said described timber on the property acquired by said vendor in said act, whether particularly described herein or not. Now, in order to represent the balance due on the purchase price of said timber namely,

TWENTY-ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ($21,750.00)) DOLLARS, said appearers have this day executed, for and on behalf of the General Box Company, Inc., its two (2) certain promissory notes as described in the foregoing timber deed, each being dated Vidalia, Louisiana, of even date with this

act, each being for the sum of Ten Thousand Eight Hundred Seventy-Five ($10,875.00) and No/100 and NO/100 DOLLARS, and each payable to J. P. Morgan at the Commercial Bank, Woodville, Mississippi, note 1 being due one (1) year after date, and Note (2) being due two (2) years after date; which notes provide for the payment of eight (8%) per cent per annum interest after maturity, and further stipulate for the payment of ten (10%) per cent upon the principal and interest thereof, as attorney's fees, if not paid at maturity and placed in the hands of an attorney for collection.

It is being understood and agfeed, and said notes so provide, that default in the payment of any one note shall mature all of said notes; which notes were by me, Notary, this day paraphed "Ne Varietur" in order to identify the same herewith, and which notes are to be governed by the laws of the State of Louisiana.

Now, in order to secure the prompt and punctual payment of said notes at their maturity together with interest, attorney's fees and costs, a special mortgage is hereby stipulated on said timber and a vendor's privilige recognized in favor of J. P. Morgan, or any further holder of said notes.

Appearers agreeing, for said Corporation, not to alienate, deterioriate or encumber said property to the prejudice of this act (except as granted in th foregoing timber deed); which imports a confession of judgment and waives the benefit of appraisement at the option of the holder of said notes.

The mortgage certificate and tax certificate required by law are

are waived, and me, Notary, held harmless for the non-production of the same.

IN EVIDENCE WHEREOF Said appearers have signed this act, at my office, for and on behalf of said corporation, in the presence of me, Notary, and Josephine J. Newhouse and Dorothy Epps, the two undersigned, competent witnesses, who sign as such, on this, the 21st day of February, 1947, after due reading of the whole act.

WITNESSES:

Joseph J. Newhouse — GENERAL BOX COMPANY, INC.

Dorothy Epps — By: N. W. Embry, President

Irene Laws — By: Paul E. Duzeski
Notary Public (seal) — Secretary

My Commission expires Sept 8, 1948.

($96.80 U. S. Revenue Stamps attached and cancelled)

A true copy of the original recorded March 31, 1947.

/s/ V. P. Campbell
Clerk of Court

A true copy attest:

/s/ Jean Brewer
Deputy (seal)

. . . . . .
- - - - - - - - - - - - - -

TRUE COPY, I HEREBY CERTIFY.
[illegible]E E. WHARTON, CLERK

Ruby L. Short
Deputy Clerk

RIGHT OF WAY AGREEMENT
(Louisiana)

Right of Way No. 2

Section No. 2-17-117

PARISH OF CONCORDIA KNOW ALL MEN BY THESE PRESENTS:

DISTRICT NO._____

THAT J. P. Morgan- hereinafter called "Grantor", whether one or more, and INTERSTATE OIL PIPE LINE COMPANY, a Delaware corporation, represented herein by S. R. Simmons, duly authorized, hereinafter called "Grantee",

WITNESSETH:

For and in consideration of 100 cents per lineal rod for 336 rods in the sum of Three Hundred Thirty-six and No/100 ($336.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged and due acquittance and discharge given for the same, Grantor does hereby grant and convey unto Grantee, its successors and assigns, a right of way or servitude for the purpose of laying, maintaining, operating, patrolling, altering, repairing, renewing and removing in whole or in part a pipe line for the transportation of crude petroleum, its products and derivatives (whether liquid or gaseous) and/or mixtures thereof, together with the necessary fixtures, equipment and appurtenances (9ncluding telephone and telegraph lines, or either of them, with necessary poles, equipment, guy wires and anchors, and the right at all times to trim trees and remove other obstructions along said lines so as to prevent damage or interference with their efficient operation)over, through, upon, under

Plaintiff's Exhibit No. 25.

1/4 98.a

under and across the following described land situated in Concordia Parish, Louisiana, to-wit:

Sections 6 and 7, Township 5 North, Range 9 East, Concordia Parish, Louisiana

(Documentary Stamps in amount of 55¢)

together with the right of ingress and egress to and from said right of way thereon and over said above described land for any and all purposes necessary to the exercise by Grantee of the rights herein granted.

Grantee, its successors and assigns, may at any time lay additional lines of pipe alongside the first line hereinabove provided for upon payment of like consideration for each additional line so laid and subject to the same conditions; provided that all pipe lines constructed under this grant shall be confined to a strip of ground not exceeding 30 feet in width, the center line of which shall be the center of the first pipe line hereinabove installed.

TO HAVE AND TO HOLD the right of way and servitude unto the INTERSTATE OIL PIPE LINE COMPANY, its successors and assigns.

The Grantor, for himself, his heirs and assigns, covenants that he will not interfere with the construction of the line and that he will not damage the pipe or other property of Grantee placed thereon, maintenance and operation of said line. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by Grantor, one by Grantee, and

2

successors and assigns, and the third by the two persons aforesaid; and the unanimous award of such arbitrators, in writing, shall be final and conclusive.

The undersigned Grantor reserves the right to the full use and enjoyment of said premises except as the same may be necessary for the purposes herein granted; provided that said Grantor shall not erect over any line or lines of Grantee any improvement of a nature such as to interfere with the rights hereby granted.

- - - -

Note: Two witnesses should attest the signature of each party. Either the Grantor or one of the subscribing witnesses should sign proper acknowledgment on reverse side of this form.

A-174 2-17-117
Cranfld -Esper Pt (La Side 8")
Tract 2

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF Louisiana

PARISH OR COUNTY OF East Baton Rouge

BEFORE ME, the undersigned authority, this day personally appeared J. A. C'Neal, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows J. P. Morgan, the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw him sign the same as his voluntary act and deed, and that he, the said J. A. C'Neal, subscribed his name to the same at the same time as an attesting witness.

(s) J. A. C'Neal
(Signature of the same witness)

Sworn to and subscribed before me, this 1st day of July, 1952.

(s) W. G. Randolph

Notary Public in and for East Baton Rouge Parish or County,

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF Louisiana

PARISH OR COUNTY OF East Baton Rouge

BEFORE ME, the undersigned authority, this day personally appeared J. A. C'Neal, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows J. P. Morgan, the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw him sign the same as his voluntary act and deed, and that he, the said J. A. C'Neal, subscribed his name to the same at the same time as an attesting witness.

(s) J. A. C'Neal
(Signature of the same witness)

Sworn to and subscribed before me, this 1st day of July, 1952.

(s) W. G. Randolph

Notary Public in and for East Baton Rouge Parish or County, State of Louisiana

My commission expires Indefinitely

A true copy attest:
/s/ Jean Brewer, Deputy (seal) 98 d

74

No. 43319

J. P. Morgan

To

Interstate Oil Pipe Line Co.

Right of Way Grant

FILED AT

CONCORDIA PARISH, LA.

2:25 O'Clock
Clerk of Court
Aug 21, 1952 PM

OFFICE

/s/ V. P. Campbell

Cl. of Court

Deed Bk-M. Y.

Pg. 106

A true copy attest:

/s/ Jean Brewer
Deputy

- - - - -

TRUE COPY, I HEREBY CERTIFY.
LORYCE E. WHARTON, CLERK
BY:

Ruby L Short

Deputy Clerk

Deputy Clerk

TRUE COPY, I HEREBY CERTIFY.
LORYCE E. WHARTON, CLERK
BY:

78

RIGHT OF WAY GRANT
(Louisiana Rev. 5-52

STATE OF LOUISIANA PARISH OF Concordia

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, hereinafter called GRANTOR, (whether one or more) in consideration of Three Hundred Seventy-nine and no/100 - - -$(379.00) DOLLARS cash in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto INTERSTATE OIL PIPE LINE COMPANY, a Delaware corporation, with principal office at Shreveport, Louisiana, hereinafter called GRANTEE, a servitude or right of way for the purpose of constructing, maintaining, operating patrolling, (including aerial patrol) altering, repairing, renewing and removing in whole or in part a pipe line for the transportation of crude petroleum, its products and derivatives, whether liquid or gaseous, together with the necessary fixtures, equipment and appurtenances across the following described land situated in said State and Parish, to-wit:

Sections 7, 8, 9, and forty (40) acres, called the Yeager tract; in Sections 53 and 54 all in T5N- R9E

- - - - - - - - -Section - - - - - -Twp - - - - - -Rge- - - - -

together with the right of ingress and egress to and from said right of way over and across said lands and adjacent lands of GRANTOR for any and all purposes herein granted, with the right to maintain the right of way clear of trees, undergrowth, brush and other obstructions so as to prevent damage or

interference with the efficient operation and patrol of the pipe line constructed under this grant.

GRANTEE may construct additional lines of pipe, subject to the same rights, terms and conditions as apply to the original line, upon payment to the GRANTOR of a like consideration per rod for each additional line so laid; provided that additional pipe lines constructed shall be located approximately parallel and at a distance of not more than twenty-five (25) feet from the center of the first pipe line hereafter installed. Payment for additional lines may be made by check of GRANTEE preceding or subsecuent to the construction of such additional lines.

All pipe lines constructed under this agreement shall be buried through cultivated land so that they will not interfere with ordinary cultivation and GRANTEE shallpay for all damage to crops, fences, timber and livestock which may be caused by the construction, repairing or removing said lines, which pay ment shall be made after completion of the work.

GRANTOR reserves the right to the full use and enjoyment of said premises except as the same may be necessary for the purposes herein granted; provided that GRANTOR shall not erect over any line or lines of GRANTEE any improvements, lake or ponds of a nature such as to interfere with the rights hereby granted.

Nothing herein shall be construed as a conveyance of any part of the mineral rights underlying the above described property and the servitude granted herein is subject to any

valid and duly recorded oil, gas and mineral lease.

- - - -

A.F.E. No.	Line Name or Location Code No.	R/W No.
333	2-17-117	2
Size	Rods	Field or Pool Map No.
4"	379	
CHECK No.	Paid By	
50	Tom D. Ford	

No. 44184
J. P. Morgan

TO-

Interstate Oil Pipe Line Co.

RIGHT OF WAY GRANT

FILED AT

CONCORDIA Parish, La.
10:50 O'clock

CLERK OF COURT
NOV 18, 1952 A. M.

OFFICE
/s/ V. P. Campbell
Cl. of Court

Deed Bk. N-Y Pg. No. 384 (illegible)

A true copy attest:

/s/ Jean Brewer

Deputy (seal)

A TRUE COPY, I HEREBY CERTIFY.
LORYCE E. WHARTON, CLERK
BY: Ruby L Short
Deputy Clerk

Received of J. P. Morgan of Kenner, Louisiana, one check for $5,000.00 on the Commercial Bank of Woodville, Miss., and two checks aggregating $21,500.00 (Twenty-one Thousand Five Hundred Dollars), one on the National Bank of Commerce of New Orleans, Louisiana, and the 2nd, on the Whitney National Bank of New Orleans, Louisiana, the said three checks aggregating the total sum of Twenty-six Thousand Five Hundred ($26,500.00) Dollars.

These checks are to be collected by me and the proceeds held by me until I can certify to said J. P. Morgan that he acquires clear and valid title to the Esperanze Plantation in Concordia Parish, Louisiana, conveyed or to be conveyed him by A. H. Campbell of Memphis, Tennessee.

This is given to carry into effect various transactions between said A. H. Campbell and Orrin James and J. M. Jones now pending and said money so delivered me is only to be paid upon the completion of the several deals between the parties herein named.

It is understood that I discharge all obligations which may be due J. P. Morgan hereunder by the delivery to him of the deed of conveyance to said Esperanze Plantation now held by me.

It is not contemplated that the said John Dale, Jr., shall p ass upon the title to said property, the said J. P. Morgan being now satisfied with the same.

Signed at Vidalia, Louisiana, this 13th. day of January, 1941.

John Dale Jr.

[illegible], I HEREBY CERTIFY.
[illegible] WHARTON, CLERK
BY:
Ruby L Ghost
Deputy Clerk

Defendant's Exhibit No. 3

Exhibit D-3

Pg 25

CERTIFIED COPY

D. C. Form No. 30

United States of America

SOUTHERN DISTRICT OF Mississippi

R. M. STRICKER

ss: VS. CIVIL ACTION No. 730

J. P. Morgan

I, Loryce E. Wharton, Clerk of the United States District Court in and for the Southern District of Mississippi, do hereby certify that the annexed and foregoing is a true and full copy of the original

1. Plaintiff's Exhibit No. 20- being a deed dated 12-30-40 from A. H. Campbell to J. P. Morgan;
2. Plaintiff's Exhibit No. 39- being a letter from A. H. Camp bell to John Dale dated 12-31-40;
3. Plaintiff's Exhibit No. 214- being three letters- (1) Letter from J.P. Morgan to John Dale Jr., dated 1-22-41, (2) Letter from John Dale Jr., to J. P. Morgan dated 2-8-41, and (3) letter from J. P. Morgan to John Dale Jr., dated 2-12-41.
4. Plaintiff's Exhibit No. 87- being two letters, (1) Letter from J. P. Morgan to R. M. Stricker, dated 2-12-41; (2) Letter from J. P. Morgan to Dale dated 2-12-41.
5. Plaintiff's Exhibit No. 34- being Letter from John Dale, Jr. to J. P. Morgan, dated 9-16-41.
6. Plaintiff's Exhibit No. 118- being Letter from Louisiana Box & Lumber Company to Morgan and Stricker signed by Catherine M. Gonzales, dated 1-14-47.
7. Plaintiff's Exhibit No. 23- being Timber deed from Morgan to General Box Company, dated 3-31-47.

8. Plaintiff's Exhibit 25- being Right of Way Deed from Morgan to Interstate Oil Pipe Line Co. dated 6-28-52

9. Plaintiff's Exhibit 27- being Right of Way Deed from Morgan to Interstate Oil Pipe Line Co. dated 10-31-52; and

10. Defendant's Exhibit No. 3- being receipt for checks from Dale to Morgan, dated 1-13-41;

All of which appear in the record on appeal to the Circuit Court of Appeals for the Fifth Circuit; a copy of said Record on Appeal now

1. Plaintiff's Exhibit No. 20- being a deed dated 12-30-40 from A. H. Campbell to J. P. Morgan;
2. Plaintiff's Exhibit No. 39- being a letter from A. H. Camp bell to John Dale dated 12-31-40;
3. Plaintiff's Exhibit No. 214- being three letters- (1) Letter from J.P. Morgan to John Dale Jr., dated 1-22-41, (2) Letter from John Dale Jr., to J. P. Morgan dated 2-8-41, and (3) letter from J. P. Morgan to John Dale Jr., dated 2-12-41.
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9. Plaintiff's Exhibit 27- being Right of Way Deed from Morgan to Interstate Oil Pipe Line Co. dated 10-31-52; and

10. Defendant's Exhibit No. 3- being receipt for checks from Dale to Morgan, dated 1-13-41;

All of which appear in the record on appeal to the Circuit Court of Appeals for the Fifth Circuit; a copy of said Record on Appeal now

now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Vicksburg, Mississippi this 14th day of December, A. D. 19 59

LCRYCE E. WHARTON
Clerk.

By Ruby L. Short
RUBY L. SHORT Deputy Clerk.